

Region: Pacific N-West  
Forest: Umatilla  
District: Heppner

**U.S. DEPARTMENT OF AGRICULTURE  
FOREST SERVICE  
CONTRACT FOR SALE OF DECKED TIMBER**

Contract FS-2400-2 (10/2002)  
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Sale Name: BP Tupper Salvage Decks	Contract No:
	Procurement Contract No:
	Award Date:
	Termination Date: 10/31/2015
	Legal Location: T. 7 S., R. 26 E., Section 7; W.M., Surveyed, Grant County, Oregon.; T. 6 S., R. 27 E., Section 9; W.M., Surveyed, Morrow County, Oregon

Included Timber							
Product	Species	Estimated Quantity	Unit of Measure (UOM)	Product Rate per UOM	Road Maint. Deposits per UOM	Total Products \$	Total Road Maintenance
Sawtimber	Douglas-fir and Western Larch	11.00	CCF		.00		.00
Sawtimber	Ponderosa Pine	27.00	CCF		.00		.00
Sawtimber	White Fir and Other Coniferous Species	37.00	CCF		.00		.00
Grn Bio Cv	White Fir and Other Coniferous Species	25.00	CCF		.00		.00
Total Quantity:		100.00		Total Sale Value:			.00

General Conditions
<p>Amount Payable for Timber. Purchaser shall pay to USDA Forest Service the total sale value for products and road maintenance when the contract is executed. Additional timber shall be paid for prior to removal.</p> <p>Additional Timber. Forest Service may add to the contract timber cut to facilitate operations and undesigned trees damaged by Purchaser. Such timber shall be paid for at contract rates, plus deposits. Timber subject to agreement may be added to the contract, subject to agreement on volume.</p> <p>Statutory Compliance. Purchaser agrees to conduct operations under this contract and other related business activities in compliance with Federal, State, and local statutes, standards, orders, permits, or other regulations.</p> <p>Use of Roads by Purchaser. Purchaser is authorized to use existing National Forest roads when such use will not cause damage to the roads or National Forest resources and when hauling can be done safely.</p> <p>Road Maintenance. If Purchaser elects to use different roads than those in Forest Service Road Maintenance Plan, Forest Service shall determine Purchaser's commensurate share of road maintenance and revise road maintenance deposits.</p> <p>Product Identification. West of the 100th meridian, before transport, unless Contracting Officer determines that circumstances warrant a written waiver or adjustment, Purchaser shall hammer brand, with assigned brand, all products that are eight (8) feet or more in length and one-third (1/3) or more sound, on each end that is seven (7) inches or more in diameter. Products that require domestic processing that are eight (8) feet or more in length and one-third (1/3) or more sound must also be painted with a spot of highway-yellow paint at least three (3) square inches in size on each end that is seven (7) inches or more in diameter. All hammer brands and/or highway-yellow paint must remain on logs until they are domestically processed.</p> <p>Title Passage. All right, title, and interest in and to timber shall vest in Purchaser when it has been decked and paid for. Title to any timber that has not been removed from National Forest land by Purchaser on or prior to termination date shall revert to Forest Service.</p> <p>Liability for Loss. If timber is destroyed or damaged the party holding title shall bear the value loss resulting from such destruction or damage.</p> <p>Contract Term Adjustment. The contract term shall be adjusted to include additional calendar days equal to the actual time lost if hauling is interrupted due to causes beyond Purchaser's control or Purchaser accepts Forest Service written request to interrupt or delay operations.</p> <p>Contract Term Extension. If the associated procurement contract is extended the contract term of this contract shall be extended to include additional calendar days equal to the additional time on the procurement contract.</p> <p>Termination. In event the associated procurement contract is canceled, this contract shall be terminated without liability to either party due to the termination. Purchaser shall receive a refund for any included timber not removed due to termination.</p> <p>Disputes. This contract is subject to the Contract Disputes Act of 1978.</p>

Other Conditions
<p>Fire Precautions. Specific fire precautionary measures shall be applicable during Purchaser's Operations in "Fire Precautionary Period April 1 thru Oct 1." Contracting Officer may change the dates of Fire Precautionary Period by advance written notice, if justified unusual weather or other conditions. Required tools and equipment shall be kept in serviceable condition and immediately available for fire fighting at all times during Purchaser's Operations in Fire Precautionary Period.</p> <p>Fire Control. Purchaser shall, both independently and in cooperation with Forest Service, take all reasonable and practicable action to prevent and suppress fires resulting from Purchaser's Operations and to suppress any forest fire on Sale Area. Purchaser's independent initial fire suppression action on such fires shall be immediate and shall include the use of all necessary personnel and equipment at Purchaser's disposal on Sale Area.</p> <p>State Law. Purchaser shall not be relieved by the terms of this contract of any liability to the United States for fire suppression costs recoverable in an action based on State law, except for such costs resulting from Operations Fires. Amounts due purchaser for fire fighting expenditures shall not be withheld pending settlement of any such claim or action based on State Law.</p>

Signatures				
<div></div>			<div></div>	
<div>Witness Signature</div>	<div>Date</div>		<div>Contracting Officer Signature</div>	<div>Date</div>
<div></div>			<div></div>	
<div>Witness Signature</div>	<div>Date</div>		<div>Purchaser Signature</div>	<div>Date</div>
CERTIFICATION				
<p>I, _____, certify that I am the _____ Secretary of the corporation named as Purchaser herein; that _____ who signed this contract on behalf of the Purchaser, was then _____ of said corporation; that said contract was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.</p>				
<div></div>			<div>CORPORATE SEAL</div>	